# **3H \$40.00 40868**

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM549616

Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

| Name     | Formerly | Execution Date | Entity Type                   |  |
|----------|----------|----------------|-------------------------------|--|
| M&T Bank | T Bank   |                | Banking Corporation: NEW YORK |  |

#### **RECEIVING PARTY DATA**

| Name:              | WG AMERICA COMPANY                      |  |  |
|--------------------|---|--|--|
| Doing Business As: | THE WATER GUY                           |  |  |
| Street Address:    | 2 East Pointe Drive                     |  |  |
| City:              | Birdsboro                               |  |  |
| State/Country:     | PENNSYLVANIA                            |  |  |
| Postal Code:       | 19508                                   |  |  |
| Entity Type:       | Limited Liability Company: PENNSYLVANIA |  |  |

#### **PROPERTY NUMBERS Total: 1**

| Property Type        | Number  | Word Mark     |  |
|----------------------|---------|---------------|--|
| Registration Number: | 4086885 | THE WATER GUY |  |

#### **CORRESPONDENCE DATA**

**Fax Number:** 6103718506

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 609-987-7050
Email: ejs@stevenslee.com

Correspondent Name: Elliott J. Stein
Address Line 1: 100 Lenox Drive

Address Line 2: Suite 200

Address Line 4: Lawrenceville, NEW JERSEY 08648

| NAME OF SUBMITTER: | Elliott J. Stein |
|--------------------|------------------|
| SIGNATURE:         | /varlawyer/      |
| DATE SIGNED:       | 11/15/2019       |

#### **Total Attachments: 3**

source=WGAMERICA-M&TBank-Release of Security Interest-11132019#page1.tif source=WGAMERICA-M&TBank-Release of Security Interest-11132019#page2.tif source=WGAMERICA-M&TBank-Release of Security Interest-11132019#page3.tif

TRADEMARK REEL: 006797 FRAME: 0021

# RELEASE OF SECURITY INTEREST IN AND ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN AND ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") made as of the 12th day of November, 2019, by M&T BANK, a New York banking corporation, in favor of WG AMERICA COMPANY, a Pennsylvania limited liability company, doing business as "The Water Guy" ("Assignee").

#### BACKGROUND

- A. Assignee is the owner of certain intellectual property and other intangible property (collectively, "<u>Intellectual Property</u>") namely, certain registered trademarks and trademark applications as reflected on the records of the United States Patent and Trademark Office, all as more fully set forth on <u>Exhibit "A"</u> attached hereto and made a part hereof (collectively, the "<u>Trademarks</u>").
- B. Pursuant to that certain Trademark Security Agreement dated as of June 3, 2016, Assignee, as "Grantor," granted to Assignor, as "Bank," a lien on and security interest in the Trademarks.
- D. Assignor is hereby releasing its lien on, and all right, title and interest (if any) in and to, the Trademarks and is assigning all of its right, title and interest (if any) in and to the Trademarks, to Assignee.

#### **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound hereby, covenants and agrees as follows:

- 1. <u>Incorporation of Background</u>. The Background provisions set forth above (including, without limitation, all defined terms set forth therein) are hereby incorporated herein by reference and made a part of this Assignment as if set forth in their entirety in this <u>Section 1</u>.
- 2. Release and Assignment. Assignor hereby irrevocably and unconditionally (a) releases, discharges, and relinquishes its lien on and security interest in any and all Trademarks, and (b) assigns, transfers, conveys and sets over unto the Assignee any and all of Assignor's right, title and interest, if any, in, to and under the Trademarks, including all of the goodwill therein.
- 3. <u>Further Actions</u>. From time to time after the date hereof, and without further consideration, at the request and sole cost and expense of Assignee or its successors or assigns, Assignor shall promptly take such actions and execute and deliver such documents and instruments as Assignee, its successors or assigns, or their respective counsel, may reasonably request in order to perfect and record Assignee's (or its successors' or assigns') ownership rights in the Trademarks.

TRADEMARK REEL: 006797 FRAME: 0022

- 4. <u>Recording.</u> Assignor hereby further authorizes and consents that this Assignment may be recorded and indexed by the United States Patent and Trademark Office and as otherwise deemed appropriate by Assignee or its successors or assigns.
- 5. <u>Assignment</u>. The rights granted to Assignee pursuant to this Agreement may be assigned without the prior written consent of Assignor to any purchaser of Assignee or any of its material assets.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the day and year first above written.

M&T BANK

By: Carlos Lesizer VP

Name: Ynthia J. Lesizezynsk

Title: UNCK PAESIDENT

STATE OF <u>REMSYLVANIA</u>:

COUNTY OF <u>BERK</u>: : ss

On this 13th day of November, 2019, before me, a notary public, the undersigned officer, personally appeared Cythin T. Leszezynst., who acknowledged himself/herself to be the Ulter President of M&T BANK, and that he/she as such officer, being authorized to do so, executed the foregoing Release of Security Interest in and Assignment of Intellectual Property for the purposes therein contained by signing the name of such bank by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Patricis a. Int.
Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Patricia A. Tobin, Notary Public

City of Reading, Berks County

My Commission Expires May 23, 2021

MEMBER, PENNSYLVANIAASSOCIATION OF NOTARIES

# Exhibit "A"

# **US Trademarks**

| Serial No. | Registration<br>No | Mark          | Owner                                     | Status |
|------------|--------------------|---------------|---|--------|
| 85/306,940 | 4,086,885          | THE WATER GUY | WG America Company d/b/a<br>The Water Guy | LIVE   |

3

TRADEMARK REEL: 006797 FRAME: 0024